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WARRANTY DEED

THIS WARRANTY DEED, made this February 15, 1994 by BRUCE A. GOODMAN and CAROL A. GOODMAN of Boulder, Colorado to PLANTE REALTY TRUST of Franklin, State of Massachusetts.

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BRUCE A. GOODMAN and CAROL A. GOODMAN, in consideration of one dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do *give, grant, bargain, sell and convey* unto PLANTE REALTY TRUST and PLANTE REALTY TRUST's successors and assigns, the following described premises, situated at 39 Barnet Avenue, in the city of Waterville, County of Kennebec, State of Maine and further described as follows:

Beginning at a steel pin in the northerly line of Barnet Avenue at the southwest corner of Lot #28 as shown on plan of "Barnet Avenue Addition, Phase II for Lester T. Jolovitz", hereinafter referred to, which pin is 240 feet easterly of the southeast corner of land of Karl G. Johnson and Elizabeth W. Johnson; thence N 11°-56' E a distance of 131.5 feet along the easterly line of Lot #30 to a steel pin; thence S 78°-04' E a distance of 120 feet to a steel pin; thence S 11°-56' W a distance of 131.5 feet to a steel pin in the northerly line of Barnet Avenue; thence N 78°-04' W a distance of 120 feet along the northerly line of Barnet Avenue to the point of beginning.

This conveyance is made subject to a seven and one-half (7½) foot easement to the Waterville Sewerage District which is located along the easterly bound of the above described premises. Reference is made to Easements granted by the herein grantor to Waterville Sewerage District dated May 21, 1990 and recorded in Kennebec Registry of Deeds, Book 3734, Page 245.

Meaning and intending to convey Lot #28 on plan of "Barnet Avenue Addition, Phase II for Lester T. Jolovitz" dated February 9, 1990 and recorded in Kennebec Registry of Deeds File # 090108. Being the premises conveyed to the Grantors by Warranty Deed of Lester T. Jolovitz, on 3 May 1991 and recorded in Kennebec Registry of Deeds Book 3903, Page 322.

This conveyance is subject, however, to the following restrictions which will be binding upon the said grantees and all persons claiming or holding under said grantees:


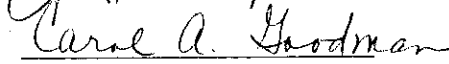
1. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.
2. That no house for more than one family and costing less than one hundred thousand dollars (\$100,000.00) shall be built on said land, and no building, including garages, shall be erected or placed on any part of said land within thirty (30) feet of said Barnet Avenue and within ten (10) feet from any boundary line.

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3. That no placards or advertising signs, other than such as relate to the sale or leasing of said lots, shall be erected or maintained on said lots or any building thereon.
4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.
6. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.
7. The grantor herein does not hold himself responsible for enforcement of the aforementioned restrictions.

To have and to hold the above-described property, together with all the privileges and appurtenances thereunto belonging, unto Grantee and Grantee's successors and assigns, forever. And BRUCE A. GOODMAN and CAROL A. GOODMAN for themselves and their heirs, executors and administrators, hereby *covenants* with PLANTE REALTY TRUST and PLANTE REALTY TRUST's successors and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that Grantor has a good right to convey such premises; that the premises are free from all encumbrances, except as listed (list any encumbrances); That Grantor and Grantor's heirs, executors and administrators will forever WARRANT AND DEFEND all of the above-described property to Grantee, Grantee's successors and assigns, against every person lawfully claiming the same or any part thereof;

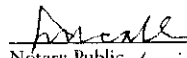
Witness our hands on this February 15, 1994.


 BRUCE A. GOODMAN

 CAROL A. GOODMAN

ACKNOWLEDGEMENT

Personally appeared the above named BRUCE A. GOODMAN and CAROL A. GOODMAN and acknowledged the foregoing instrument to be their free act and deed.

Date: 2/15/94

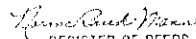

 Notary Public Lucille Cole

My commission expires 11/14/95.



RECEIVED KENNEBEC SS.

94 FEB 22 AM 9:00

ATTEST: 
 REGISTER OF DEEDS

